

Amy Blalock
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In Pro Se

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA –
DIVISION**

In re:

Amy Blalock
Debtor

Case No. 2: 24 - bk - 12532 - BR
Adversary No. 2:24-ap-01152-BR
Chapter: 7

**1. DEFENDANT'S ANSWER TO
COMPLAINT TO DETERMINE
DISCHARGEABILITY OF DEBT.**

STATUS CONFERENCE:

DATE: October 8, 2024

TIME: 10:00 am

PLACE: 255 E Temple St

ctm 1668

Los Angeles, CA 90012

Stewart Lucas Murrey

Plaintiff,

vs.

Amy Blalock

Defendant

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DEFENDANT'S ANSWER

1 of 8

1 Defendant answers Plaintiff's complaint as follows:

2	Paragraph 1:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
3	Paragraph 2:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
4	Paragraph 3:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
5	Paragraph 4:	<input checked="" type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
6	Paragraph 5:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
7	Paragraph 6:	<input checked="" type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
8	Paragraph 7:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
9	Paragraph 8:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
10	Paragraph 9:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
11	Paragraph 10:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
12	Paragraph 11:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
13	Paragraph 12:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
14	Paragraph 13:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
15	Paragraph 14:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
16	Paragraph 15:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
17	Paragraph 16:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
18	Paragraph 17:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.
19	Paragraph 18:	<input type="checkbox"/> Admit	<input type="checkbox"/> Deny	<input checked="" type="checkbox"/> I do not have enough information and therefore deny.
20	Paragraph 19:	<input type="checkbox"/> Admit	<input checked="" type="checkbox"/> Deny	<input type="checkbox"/> I do not have enough information and therefore deny.

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DEFENDANT'S ANSWER

AFFIRMATIVE DEFENSES:

- ☐ 1. Accord and Satisfaction: The other party and I already agreed to a resolution of our problem and I did everything that I was supposed to.
- ☒ 2. Ambiguity: The other party did not clearly state the amount or the issue(s) in this case, which makes it hard for me to respond. I ask the court to allow me to add more defenses later if I need to.
- ☐ 3. Anticipatory Repudiation: The other party pulled out of the deal before I could perform;
- ☐ 4. Arbitration and Award: These claims have already been resolved by an arbitrator.
- ☐ 5. Assumption of Risk: The other party cannot recover because they assumed the risk.
- ☐ 6. Capacity: At the time of the contract, I was mentally disabled or younger than 18.
- ☐ 7. Collateral Estoppel: The other side already litigated this issue(s) and should not be allowed to relitigate it now.
- ☐ 8. Contributory negligence: The other side's own negligence contributed to their alleged damages.
- ☐ 9. Duress: Defendant's actions are excused because they reasonably feared death or imminent harm.
- ☒ 10. Estoppel: The other side should not be able to assert any claims against me because of their own conduct before and after the contract.
- ☐ 11. Excuse/Breach of Contract: The other party violated the contract first, by:
- ☐ changing the terms of the contract,
 - ☐ failing to give me credit for payments I made,
 - ☐ agreeing to change the original contract, but not honoring the new agreement,
 - ☐ failing to make payments under the insurance plan I purchased,
 - ☐ breaching the implied warranty of good faith and fair dealing by acting unreasonably which denied me the benefits I had under the contract.
- ☐ 12. Failure of Condition Precedent: I was not obligated to perform because something was supposed to happen first but it never did.
- ☐ 13. Failure of Consideration/Failure to Perform: The other side did not do what they were supposed to do under the contract.

DEFENDANT'S ANSWER

1 ☒ 14. Failure to Mitigate: This means that the other party failed to lessen their damages when they
2 could have. The other side is not entitled to interest and/or attorneys' fees when it allowed them to add
3 up by unnecessarily by:

4 ☐ refusing a reasonable settlement offered by the Defendant; or

5 ☒ failing to act quickly to collect the alleged debt, to try to obtain a reasonable settlement with
6 Defendant, and/or to file a lawsuit in Court to collect.

7 ☐ 15. Failure to Plead Fraud with Particularity: The other side did not plead fraud in a specific enough
8 way as they are supposed to under Fed. Rule of Civ. Pro. 9(b).

9 ☒ 16. Failure to State a Cause of Action: The other side did not state an essential element for:

10 ☐ 11 U.S.C. § 523(a)(2)(A): for money, property, services, or an extension, renewal, or
11 refinancing of credit, to the extent obtained by false pretenses, a false representation, or actual
12 fraud, other than a statement respecting the debtor's or an insider's financial condition;

13 ☒ 11 U.S.C. § 523(a)(2)(B): for money, property, services, or an extension, renewal, or
14 refinancing of credit, to the extent obtained by use of a statement in writing that is materially
15 false;

16 ☐ 11 U.S.C. § 523(a)(4): for fraud or defalcation while acting in a fiduciary capacity,
17 embezzlement, or larceny;

18 ☒ 11 U.S.C. § 523(a)(6): for willful and malicious injury by the debtor to another entity or to
19 the property of another entity;

20 ☐ 11 U.S.C. § 727(a)(2)(A): if the debtor, with intent to hinder, delay, or defraud a creditor or
21 an officer of the estate charged with custody of property under this title, has transferred,
22 removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed,
23 destroyed, mutilated, or concealed — (A) property of the debtor, within one year before the
24 date of the filing of the petition; or (B) property of the estate, after the date of the filing of the
25 petition;

26 ☐ 11 U.S.C. § 727(a)(4)(A): for the debtor knowingly and fraudulently, in or in connection
27 with the case, making a false oath or account, presenting or using a false claim, gave, offered,
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DEFENDANT'S ANSWER

received, or attempted to obtain money, property, or advantage, or a promise of money, property, or advantage, for acting or forbearing to act; or withheld from an officer of the estate entitled to possession under this title, any recorded information, including books, documents, records, and papers, relating to the debtor's property or financial affairs;

☐ 11 U.S.C. § 727(a)(7): if the debtor has committed any act specified in paragraph (2), (3), (4), (5), or (6) of this subsection § 727(a), on or within one year before the date of the filing of the petition, or during the case, in connection with another case, under this title or under the Bankruptcy Act, concerning an insider;

☐ Other: _____

_____.

☒ 17. Fraud, Misrepresentation, or Concealment: I am not responsible because of fraud, misrepresentation or concealment of facts by some other party.

☐ 18. Frustration of Purpose: There is no reason the contract should be enforced now.

☐ 19. Identity Theft: I am not the right person because someone stole and used my identity.

☐ 20. Illegality: The contract cannot be enforced because some part of it is for an illegal purpose.

☐ 21. Injury by fellow servant: The injuries or damages the other side claims they have suffered were caused by the other side's own co-workers.

☒ 22. Justification and Privilege: Defendant's actions were right, allowed, or required by law.

☐ 23. Laches: The other person has waited too long to take me to court and this has hurt my case.

☐ 24. Lack of Consideration: There was no contract from the beginning because I got little or no benefit from the agreement.

☐ 25. License: The other party gave me permission to use or have the property or goods at issue.

☐ 26. Mistake: I am not responsible for the debt because an error of some kind has been made.

☐ 27. Offset: Any alleged damages suffered by the other side are offset by the value the other side received from the Defendant.

☐ 28. Oral Modification: The other person and I agreed to change the original contract verbally.

DEFENDANT'S ANSWER

1 ☐ 29. Parole Evidence Rule: The written agreement controls and the other party cannot go against the
2 written agreement with verbal statements.

3 ☐ 30. Ratification: Plaintiff ratified the contract and is therefore cannot assert any claims set forth.

4 ☐ 31. Recission: I had already told the other party that I wanted to stop the contract.

5 ☐ 32. Release: The other party gave up their right to sue on the rights or claims or the other party
6 discharged my duty to perform under the contract.

7 ☐ 33. Res judicata: The other party already had a chance to litigate these causes of action or defenses
8 and should not be allowed to relitigate them now.

9 ☐ 34. Statute of Frauds: The kind of contract at issue in this case is supposed to be in writing and it is
10 not.

11 ☐ 35. Standing/Privity: Even if I am responsible for a debt, the Plaintiff has not shown that I owe the
12 debt to it rather than someone else.

13 ☐ 36. Statute of Limitations: The other person was waited too long to take me to court:

14 ☐ Cal. Code of Civ. Proc. § 337: An action based on a written contract, an open book account,
15 or an account stated must be filed within four years from the date a payment first came due and
16 was not paid.

17 ☐ Cal. Code of Civ. Proc. § 339: An action based on an oral contract must be filed within two
18 years of when the amount became due and was not paid.

19 ☐ Delaware Code, Title 10 § 8106: An action based on a written contract must be brought
20 within 3 years of when the amount came due and was not paid.

21 ☐ 37. Tender of Payment: I offered payment and the other person refused to accept the payment.

22 ☐ 38. Unclean Hands: Plaintiff's claims are barred by the doctrine of unclean hands.

23 ☐ 39. Unconscionable Contract: It would be unfair if I was ordered to pay (against public policy).

24 ☐ 40. Undue Influence: I was convinced to agree to this contract unfairly.

25 ☒ 41. Unjust Enrichment: The other party is attempting to receive more money that they should be
26 allowed to get.

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DEFENDANT'S ANSWER

☐ 42. Waiver: The other side, through its actions, conduct and words has given up their right to make any claims against the Defendant.

☐ 43. Wrong Party: I am not the right person because although I may have been an authorized user of the claim at issue, I was not responsible to pay it.

☐ 44. Reservation: This case is ongoing and Defendant reserves the right to assert additional affirmative defenses and counterclaims to change their responses upon the revelation of more facts during discovery.

☒ 45. Other: there is no debt outstanding to Plaintiff

☒ 46. Other: 1

☐ 47. Other: _____

☐ 48. Other: _____

☐ 49. Other: _____

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DEFENDANT'S ANSWER

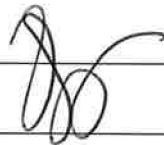
REQUEST FOR RELIEF:

Wherefore, the Defendant requests:

1. Dismiss of the Plaintiff's Complaint with prejudice;
2. An order that Plaintiff shall take no relief from the complaint;
3. The costs of suit incurred herein;
4. \$3500 in attorney fees
5. \$15K in missed work, duress,
substantial health bills due to duress;
6. any future attorney fees
7. Such further relief the Court deems fair and just.

Respectfully Submitted,

Dated: 9/17/24



Debtor In Pro Se

Amy Lynne Blalock

DEFENDANT'S ANSWER

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

1164 E CHEVY CHASE

GLENDALE, CA 91205

A true and correct copy of the foregoing document entitled (specify): Defendants Answer (1-)

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 9/19/2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) 9/19/2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

STEWART LUCAS MURRAY
1217 Wilshire Blvd #3655
Santa Monica, CA 90403

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

9/19/2024
Date

EMILY THOMPSON
Printed Name

[Signature]
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Murrey,
Plaintiff
Blalock,
Defendant

Adv. Proc. No. 24-01152-BR

CERTIFICATE OF NOTICE

District/off: 0973-2
Date Rcvd: Aug 20, 2024

User: admin
Form ID: pdf031

Page 1 of 1
Total Noticed: 2

The following symbols are used throughout this certificate:
Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 22, 2024:

Recip ID	Recipient Name and Address
dft	+ Amy Lynne Blalock, 1619 N La Brea Ave #509, Los Angeles, CA 90028-6476
pla	+ Dr. Stewart Lucas Murrey, 1217 Wilshire Blvd #3655, Santa Monica, CA 90403-5466

TOTAL: 2

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 22, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 20, 2024 at the address(es) listed below:

Name	Email Address
Howard M Ehrenberg (TR)	ehrenbergtrustee@gmlaw.com ca25@ccfcbis.com;C123@ccfcbis.com;howard.chrenberg@ccf.courtdrive.com;Karen.Filcs@gmlaw.com
United States Trustee (LA)	ustpreion16.la.ecf@usdoj.gov

TOTAL: 2

CERTIFICATE OF SERVICE

I, the below-named deputy clerk of the United States Bankruptcy Court, certify that I placed a true and correct copy of the attached document in a sealed envelope for collection and mailing no later than the next business day that is not a court-observed holiday, in the United States mail, first class, postage prepaid, and addressed as follows:

SERVED VIA NOTICE OF ELECTRONIC FILING (NEF)

Howard M Ehrenberg (TR) ehrenbergtrustee@gmlaw.com, ca25@ecfbis.com;C123@ecfbis.com;
howard.ehrenberg@ecf.courtdrive.com;Karen.Files@gmlaw.com
United States Trustee (LA) ustregion16.la.ecf@usdoj.gov

SERVED BY UNITED STATES MAIL:

Amy Lynne Blalock
1619 N La Brea Ave #509
Los Angeles, CA 90028

Dr. Stewart Lucas Murrey
1217 Wilshire Blvd #3655
Santa Monica, CA 90403

☐ Service information continued on attached page

Date: 8/10/2024

Signature: Stacey Fortier

Deputy Clerk [printed name]: STACEY FORTIER